

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Phillip R. Holste, Program Manager, 954-797-1041

PREPARED BY: Phillip R. Holste, Program Manager

SUBJECT: Resolution

AFFECTED DISTRICT: 1

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: CONTRACT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE A CONTRACT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE SALE OF 3,577 SQUARE FEET OF PROPERTY LOCATED AT THE DAVIE POLICE STATION; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The Florida Department of Transportation (FDOT) desires to purchase 3,577 square feet of property at the Davie Police Station. According to FDOT, this land is necessary for the roadway improvements to I-595. The acquisition area is located on the northeastern boundary of the Police Station parcel and impacts the property's landscape buffer. This sale will have no effect on Police Department operations. FDOT originally offered \$87,600 or the appraised value of the land and property improvements/cost to cure. Through negotiations, FDOT has agreed to a revised purchase price of \$93,360 or 10% above the appraised value. This compensation is based upon a land value of \$63,000 or \$17.63 per square foot and an improvement/cost to cure value of \$33,360. The Town will use the property improvement funds to replace the chain link fence, sod, irrigation, hedge and trees that will be affected by this sale. The Town will have approximately 45 days from the sale agreement approval to vacate the property.

If the Town does not approve this sale agreement, FDOT will pursue this property acquisition through eminent domain. The Town Attorney does not recommend challenging this taking because the proposed sales price is reasonable and our chance of winning is remote.

PREVIOUS ACTIONS: None

CONCURRENCES: The Town Attorney has reviewed and approved the contract.

FISCAL IMPACT: Yes

Has request been budgeted? n/a

Additional Comments: The Town will receive \$96,360 as compensation for the sale. This compensation is based upon a land value of \$63,000 and improvement/cost to cure value of \$33,360.

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Exhibit A: Offer and Purchase Agreement, Exhibit B: Legal Description Exhibit C: Existing Conditions/Property Sketch, Exhibit D: Proposed Conditions

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE A CONTRACT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE SALE OF 3,577 SQUARE FEET OF PROPERTY LOCATED AT THE DAVIE POLICE STATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) proposes to construct or improve State Road No. 862 (I-595), Item/Segment No. 421852, Section No. 86095-2420, in Broward County Florida; and

WHEREAS, it is necessary that certain land now owned by the Town of Davie, Florida, be acquired by the State of Florida Department of Transportation; and

WHEREAS, this land consists of 3,577 square feet located at the Davie Police Station; and

WHEREAS, said property is not needed for Town purposes; and

WHEREAS, the State of Florida Department of Transportation has made application to said Town to execute and deliver to the State of Florida Department of Transportation a deed in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that said Town has in and to said lands required for transportation purposes and said request having been duly considered.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. For the consideration of \$96,360, the Town Council of the Town of Davie hereby approves the Offer and Purchase Agreement with FDOT (Exhibit A) and authorizes its execution by the Mayor and appropriate Town officials.

SECTION 2. The Town Council also authorizes the Mayor and appropriate Town officials to execute any additional documents, including the deed, related to this sale.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____ ,
2009.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____ , 2009

EXHIBIT A: OFFER AND PURCHASE AGREEMENT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFFER AND PURCHASE AGREEMENT

575-030-07
RIGHT OF WAY
OGC - 08/07
Page 1 of 3

ITEM SEGMENT NO.: 4218542
DISTRICT: 04
FEDERAL PROJECT NO.: N/A
STATE ROAD NO.: 862 (I-595)
COUNTY: Broward
PARCEL NO.: 123

Seller: TOWN OF DAVIE, a Florida municipal corporation

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Real property described as: A portion of TRACT 'A', "CALUSA RIDGE", according to the plat thereof, as recorded in Plat Book 147, Page 47 of the Public Records of Broward County, Florida, lying in Section 8, Township 50 South, Range 41 East, Broward County, Florida

(b) Estate being purchased: ☒ Fee Simple
☐ Permanent Easement
☐ Temporary Easement
☐ Leasehold

(c) Buildings, structures, fixtures, and other improvements: Chain link fence, sod, irrigation, hedge, and trees

(d) Personal property: None

(e) Outdoor advertising structure(s) permit number(s): None

Buildings, structures, fixtures and other improvements owned by others: None

These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property			
Land	1.	\$	61,000.00 63,000.00
Improvements	2.	\$	15,000.00 21,760.00
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$	11,600.00
Total Real Property	4.	\$	87,600.00 96,360.00
(b) Total Personal Property	5.	\$	0.00
(c) Fees and Costs			
Attorney Fees	6.	\$	0.00
Appraiser Fees	7.	\$	0.00
	Fee(s) 8.	\$	0.00
Total Fees and Costs	9.	\$	0.00
(d) Total Business Damages	10.	\$	0.00
(e) Total of Other Costs	11.	\$	0.00
List:			

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ ~~87,600.00~~ 96,360.00

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ 0.00

(g) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession \$ 0.00

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in Section I of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in Section I of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to Section 337.25 Florida Statutes.
- (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent upon delivery by Seller of an executed Public Disclosure affidavit in accordance with Section 286.23, Florida Statutes.

(i) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

(i) Other: None

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- ☐ There is an addendum to this agreement. Page ____ is made a part of this agreement.
☒ There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711(2), Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

Signature Date

Type or print name under signature

Signature Date

Type or print name under signature

Buyer

State of Florida, Department of Transportation

BY: _____
Signature Date

Type or print name under signature

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this ____ day of _____, _____.

BY: _____
Signature

Type or print name and title under signature

This document delivered by _____ Date

This document received by _____ Date

ADDITIONAL SIGNATURES

575-030-07
RIGHT OF WAY
OGC - 08/07

SELLER(S):

Signature _____ Date _____

Type or print name under signature _____

Signature _____ Date _____

Type or print name under signature _____

Signature _____ Date _____

Type or print name under signature _____

Signature _____ Date _____

Type or print name under signature _____

Signature _____ Date _____

Type or print name under signature _____

Signature _____ Date _____

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EXHIBIT B: PROPERTY TO BE SOLD – LEGAL DESCRIPTION

Parcel No 123

Item/Segment No. 4218542
(Section No. 86095-2420)

A portion of TRACT 'A', "CALUSA RIDGE", according to the plat thereof, as recorded in Plat Book 147, Page 47 of the Public Records of Broward County, Florida, lying in Section 8, Township 50 South, Range 41 East, Broward County, Florida, said portion being more particularly described as follows:

Commence at the Northwest Corner of said TRACT 'A', said point also being on the Southerly Existing Limited Access Right of Way line for State Road 84, as shown on the Florida Department of Transportation Parcel Map for Item/Segment No. 4218542 (Section 86095-2420) and the North line of said "CALUSA RIDGE"; thence South $75^{\circ}15'02''$ East along the North line of said plat which is coincident with the said Southerly Existing Limited Access Right of Way line for State Road 84, a distance of 351.09 feet to the POINT OF BEGINNING; thence continue South $75^{\circ}15'02''$ East along the North line of said plat which is coincident with the said Southerly Existing Limited Access Right of Way line for State Road 84, a distance of 461.85 feet; thence South $14^{\circ}44'58''$ West, a distance of 18.11 feet to a non tangent curve concave to the Northeast, having a chord bearing of North $72^{\circ}16'00''$ West; thence Northwesterly along said curve, having a radius of 5,767.58 feet, through a central angle of $00^{\circ}01'48''$, an arc distance of 3.01 feet to the end of said curve; thence North $72^{\circ}15'06''$ West, a distance of 196.25 feet; thence North $73^{\circ}34'31''$ West, a distance of 262.98 to Reference Point A to the POINT OF BEGINNING.

Containing 3,577 square feet, more or less.

EXHIBIT C: EXISTING CONDITIONS/PROPERTY SKETCH



EXHIBIT D: PROPOSED CONDITIONS – IMPROVEMENTS CURED

1595 / S.R. 84



